

ARTICLE 3
EMPLOYEE RIGHTS AND PRIVILEGES

Section 1: Non-Discrimination.

EMPLOYEES have a reasonable expectation to have their diversity recognized and respected. EMPLOYEES have a right to receive fair and non-discriminate treatment with due regard to Indian Preference, Veterans Preference, and other preference categories as defined by law.

The UNION and IHSQOE affirm their joint opposition to illegal discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization of EMPLOYEES' skills and abilities without regard to age, gender, race, religion, color or national origin, sexual orientation, disability or other condition covered by law, with due regard to Indian Preference.

Section 2: Participation in EMPLOYEE Organization

EMPLOYEES in the bargaining unit shall have, and shall be protected in the exercise of, their right, freely and without fear of penalty or reprisal, to form, join and assist any EMPLOYEE organization or to refrain from any such activity. Except as hereinafter expressly provided, the freedom of such EMPLOYEES to assist any EMPLOYEE organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of any organization representative, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority except where such participation would result in a conflict of interest or be otherwise incompatible with law or the official duties of the EMPLOYEES.

Section 3: Communication with Management.

It is agreed and understood that EMPLOYEES of the Unit may request to communicate with a supervisory or management official of a higher rank than the EMPLOYEE'S immediate supervisor or with a representative of the Servicing Personnel Office. The EMPLOYEE must receive permission from their immediate supervisor to leave their job for this purpose. It is not necessary for the EMPLOYEE to explain their reasons for wanting to talk to any of the above officials. However, in the interest of mutual understanding, it is suggested that the supervisor be made aware of the subject to be discussed and if the problem falls within the supervisor's scope of authority, resolution will be attempted at that level.

Section 4: Representation.

UNION shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of IHSHQE and one or more EMPLOYEES in the Unit or their representative concerning any grievance or any personnel policy or practices or other general conditions of employment; or
- b. At any examination of an EMPLOYEE in the unit by a representative of the agency in connection with an investigation if:
 - (1) the EMPLOYEE reasonably believes that the examination may result in disciplinary action against the EMPLOYEE; and,
 - (2) the EMPLOYEE requests representation.
- c. Nothing in this contract will be construed as denying an EMPLOYEE a right which they have under Public Law 95-454.

Section 5: Orientation

- a. Each Bargaining Unit EMPLOYEE hired after the effective date of this Agreement will be given a copy of UNION's orientation package no later than thirty (30) days after their date of employment.
- b. The UNION will provide the orientation packages to the IHSHQE representative. The IHSHQE representative will provide the orientation packages to newly hired bargaining unit EMPLOYEES.
- c. The UNION Steward may contact each new EMPLOYEE to provide an additional orientation regarding their Bargaining Unit rights. Such contact should take place within 30 days of the entrance on duty and shall not last more than 30 minutes.

Section 6: Information Request (Section 7114b)

All requests for information under 5 U.S.C. 7114 shall be submitted to the Local Labor Relations Officer through the Chief Steward or at the direction of the local UNION Business Manager.